

Japanese Nationals - Couples with

Birth	Family Relation	Present Location	Rank
Kao		New Denver, B.C.	
Kao		Denver, B.C.	
Kao - Kao		New Denver, B.C.	
ity.		New Denver, B.C.	
o - Kao		New Denver, B.C.	
o - Kao		New Denver, B.C.	
a - Kao		New Denver, B.C.	
a - Kao		New Denver, B.C.	
ao - Kao		New Denver, B.C.	
ao - Kao		New Denver, B.C.	
Kao		New Denver, B.C.	
Kao		New Denver, B.C.	
- Kao		New Denver, B.C.	
ad, B.C.		New Denver, B.C.	
Kao		New Denver, B.C.	
Kao		New Denver, B.C.	
a - Kao		New Denver, B.C.	
s - Kao		New Denver, B.C.	
ao - Kao		New Denver, B.C.	
ad - Kao		New Denver, B.C.	

15037

BUREAU POWELL STREET

**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

FILE NO. 12677

EXHIBIT No. 1235-6

DATE **NOV 10 1962**

FILLED BY

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: SAKUMA Takaji

HOME ADDRESS: 1266 W. 7th Ave., Vancouver, B. C.

REGISTRATION NUMBER 03659 SEX: Male AGE: 42

OCCUPATION: en Gardener,

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: self

MARRIED? yes

NAME OF WIFE OR HUSBAND: Sai

ADDRESS OF WIFE OR HUSBAND: same as above

NAMES OF ANY LIVING CHILDREN: Sadako (F) Taro (M)

AKIKO (F) HARUKO (F) JOE (M)

ADDRESS OF CHILDREN: same as above

AGE OF CHILDREN: 18, 17, 14, 11, 9 yrs.

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: 1266 W. 7th Ave., City of Vancouver,

Declarant has been away to camp and states that

wife has registered his property. ~~Title deeds and all details~~
are in her possession. They are unknown to declarant.

2. BUILDINGS AND OTHER IMPROVEMENTS:

One 7 room, 3 storey, wooden house.

3. INSURANCE (Give particulars; state where policies are).....Details known to wife,

Sei. Policy in wife's possession. Amount \$2700.00.

4. TAXES (Amount and where payable) \$1942 taxes paid. About \$53.00 per yr.
Payable City Hall.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) XXXXXX

Purchase price of property \$2800.00. There is a balance of \$700.00 still
owing to the Royal Trust, 626 W. Pender St.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by declarant and family;
when they are evacuated the house will be rented by the Royal Trust
Co., 626 W. Pender St., and the taxes and the balance will be paid off
by the rent received.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS.

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

6. IF FARM LAND, PARTICULARS OF CROPS SOWN.

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid).

4. STATE WHEREABOUTS OF LEASE.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

2. LANDLORD'S NAME AND ADDRESS.

1. LOCATION AND DESCRIPTION.

STATEMENT OF REAL PROPERTY OCCUPIED

9. IF FARM LAND STATE CROPS SOWN.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS.

Deeds at Royal Trust Co.,
In possession of wife, Set.
copy

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

none

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: _____

none

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____

none

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____

none

8. BANK ACCOUNTS: _____

none

9. LIFE INSURANCE: _____

none

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

none

11. SAFETY DEPOSIT BOX: _____

none

LIABILITIES:

1. PERSONAL DEBTS: _____

none

2. TRADE DEBTS: _____

none

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 30th day of July 1942.

(Signature)

*Takaji Sakuma**D.M. Chope*

Witness

FOR DEPARTMENTAL USE _____

12077

INFORMATION FROM R.C.M.P.

Our File No. 12077

Date May 10/43

Full Name SAKUMA Takaji
(Surname in Block Letters)

Registration No. 03659 Male - Female
(check)

Age Jan. 1, 1900

Former Address 1266 St. 9th Ave., City

Date Evacuated Aug. 4/42 Naturalized - Canadian-Born - National
(check)

Present Address Tashiro B.C.
(R.C.M.P. Dec 3/46) Employed by J.B. Puddicombe
Winona, Ontario

Married - Single
(check)

Name of Wife Sei #08042

Name of Husband —

Name of Mother (KANEKO) Mino Name of Father Tasu #00511

Names of Children under 16 #00510 Tara (M) June 12/25 #14078

Akiko (F) Oct. 3, 1928. Haruko (F) Apr. 4, 1931

George (M) Dec. 19/32. Yuji (M) 21/9/42

Requested by SA Registered with Custodian —
(Yes or No)

Additional Information Gardener. Owner of house
+ lot.

PROVINCE OF ONTARIO
COUNTY OF YORK
TO WIT:

I, ROBERT GORDON MATHIESON PARKER, a Notary Public for the Province of Ontario by royal authority duly appointed residing at the City of Toronto in the County of York in the said Province of Ontario DO CERTIFY that the paper writing hereto annexed is a true copy of a document produced and shown to me and purporting to be Letters of Administration in the estate of Takaji Sakuma late of the City of Toronto, Gardener, deceased, issued by the Surrogate Court of the County of York and bearing date the eleventh day of April 1950.

The said copy having been compared by me with the said original document, an act whereof being requested I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at Toronto this 19th day of April 1950.

Robert Gordon Mathieson Parker

IN HIS MAJESTY'S SURROGATE COURT
OF THE COUNTY OF YORK

#29312

NOTICE: The attention of persons administering the estate is drawn to the regulations respecting trading with the enemy (1939), by which it is forbidden to distribute any portion of the assets of this estate to or on behalf of any beneficiary or creditor who is an enemy as defined by the regulations; if there is any such enemy interest now or subsequently in this estate it must be reported to THE CUSTODIAN, VICTORIA BUILDING, 5 O'CONNOR ST. OTTAWA, Canada, and no action with regard to such enemy interest can be taken without the consent of the custodian.

BE IT KNOWN that on the eleventh day of April in the year of our Lord one thousand nine hundred and fifty, Letters of Administration of All and Singular the property of TAKAJI SAKUMA late of the City of Toronto in the County of York, Gardener, who died on or about the 16th day of February in the year of our Lord one thousand nine hundred and fifty, at Toronto, in the County of York, Intestate, and had at the time of his death a fixed place of abode at the City of Toronto in the said County of York, were granted by His Majesty's Surrogate Court of the County of York to SEI SAKUMA, of the City of Toronto, in the County of York, the lawful Widow of the said Intestate she having been first sworn faithfully to administer the same by paying his just debts and distributing the residue (if any) of his property according to law, and to exhibit under oath a true and perfect inventory of All and Singular the said property and to render a just and true account of her administration whenever thereunto lawfully required.

WITNESS HIS HONOUR IAN McLEAN MACDONELL, Judge, of the said Surrogate Court at the City of Toronto, in the County of York, the day and year first above written.

By the Court

(seal)

"G. P. McHugh"

Deputy Registrar of the Surrogate Court
of the County of York.

Canada
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

1235 - 3

EXHIBIT No.

DATE

Nov. 10, 1948

Japanese Evacuation Section FILED BY C.P. Oppen

506 Royal Bank Bldg.,
Hastings and Granville
Vancouver, B.C.

File No. 12077

December 8, 1942.

Mr. Takaji Sakuma,
Japanese Registration No. 03659,
33 Seventh Avenue,
Tashme, B.C.

Dear Sir:

With reference to your property at 1266 West 7th Avenue, we enclose copy of letter dated the 4th instant from the Royal Trust Company, who are looking after this property, and are sure you would like to have this letter, which shows that all the repairs etc. have been done to the satisfaction of the above Company and that your money has been well spent.

Yours truly,

"P. DOUET",

Administration Department.

PD:BT

Enclosure.

I hereby certify that the foregoing words
are a true copy of the original whereof they pur-
port to be a copy.

March 11, 1949.

G. Darrington

THE ROYAL TRUST COMPANY

626 Pender Street,
Vancouver, B.C.

EXHIBIT No. 1235 - 3
DATE Nov. 10, 1948
FILED BY C.P. Oppen

4th December, 1942.

ATTENTION MR. DOUET

The Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
City.

Re: 1266 W. 7th Ave., T. Sakuma # 12077

Dear Sir:

Our Mr. Ray has checked over this house today and has reported that the work is now done. The inside has been repapered from basement stairs to the attic complete, with all woodwork including halls, bathroom to dado and kitchen and washroom painted ivory. It was a faded white on woodwork when left by owners. The inside is now very attractive and the work is all well done.

The furnace is now renewed, and the new installation is working satisfactorily. Several window sash have been renewed. There remains only some carpentry work to be done to the front woodwork, notably the eaves, the tenant will attend to this in due course.

We have collected \$90.00 from the tenant, which with the \$70.00 sent in by the owner has permitted the following expenditures which will show in the statement in due course. Decoration supplies, \$71.31; allowance \$8.69; on account of furnace bill \$60.00; plumbing repairs \$9.18; glazing \$8.50; water account and light arrears \$11.93. The account is now overdrawn \$9.61 but a further rent payment is due on the 15th of this month.

We trust that the above is the information you required to complete your files.

Yours faithfully,

"S. V. Smith,"
Manager RENTAL DEPARTMENT.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

March 11, 1949.

G. Harrington

"file
behind
letter
showing
repairs"

PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO. 12077

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

808 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B. C.

September 17, 1942.

EXHIBIT No. 1235 - 3
DATE Nov. 10, 1948.
FILED BY C.P. Oppen

Mr. Takaji Sakuma,
Japanese Registration No. 03659,
Tashme, B.C.

Dear Sir:

We thank you for your two letters dated the 14th September, enclosing money order for \$70.00, which is to go towards the cost of repairs and decorations of your house at 1266 West 7th Avenue. Our formal receipt No. 730 is attached.

You will by now have received our letter of the 11th of September, advising that a better offer had been received by the Royal Trust Company, and have agreed that Mr. Wright shall be the tenant of the premises indicated.

The \$70.00 you have contributed towards the repairs will go largely to pay same, and this will mean that we will be able to make remittances to you from rent received earlier than previously expected.

You can rest assured that we will see that the decorations and repairs are done to the complete satisfaction of the Royal Trust Company.

Yours truly,

"P. DOUET"

P. Douet,
Administration Department.

PD:BT

Since writing the above, the Royal Trust Company have informed us that some additional urgent repairs will have to be put in hand, and a little later on we will send you a complete list of all repairs and decorations done, together with cost of same, so that you will know exactly what has been done.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

March 11, 1949.

G. Norrington

ANALYSIS OF REAL PROPERTY CLAIM

CLAIMANT: Takaji SAKUMA Reg. #03659 File No. 12077
SUBJECT
of CLAIM: W. 33 ft. of Lot 4, Blk. 313, D. L. 526, Group 1, N.W.D., Plan 590.
ADDRESS: 1266 W. 7th Avenue, Vancouver, B.C.
ASSESSED
VALUE: 1943 - Land \$ 470.00
Improvements \$1200.00 - \$1670.00.

CATALOGUE No. 364. (Tenders closed October 4, 1943).
APPRAISAL \$1800.00 - J. R. Reid & Co., February 28th, 1944.
TENDERS No tenders received.
OFFERS \$1800.00 - April 21st, 1944 from G. E. Wright. (Accepted.)
Approved by Advisory Committee April 26, 1944
Mr. Sakuma advised of sale July 8, 1944.
SOLD \$1800.00 - Mr. George Emery Wright.
Adjustment date - May 5, 1944.
Net credit derived from sale - \$962.37 (see Sale
Statement on Claim File).

<u>CLAIM:</u>	Claimant's total estimated value for land and buildings	\$ 2,900.00
	Less amount at which property was sold by Custodian	<u>1,800.00</u>
	Loss now claimed	<u>\$ 1,100.00</u>

/ER
June 25th, 1946.

G. Robertson

12077

December 3rd, 1946

REGISTERED MAIL

Mr. Takaji SAKUMA,
Reg. No. 03659,
c/o J. B. Puddicombe,
WINONA, ONTARIO.

Dear Sir:

There is standing to your credit in our books the sum of \$1158.32, representing rentals and net proceeds derived from the sale of the property known as 1266 W. 7th Avenue, Vancouver, B. C. We now enclose Custodian cheque in the sum of \$1158.32, being your entire credit with this office.

You have already been forwarded a statement relating to the sale of the above real property, together with a statement of your general account up to May 5th, 1944, which showed a credit balance in your account of \$1158.32, the amount of the cheque now enclosed.

It would now appear that we have accounted for all the property of every kind left by you in the protected area which came under the control of the Custodian, and in order that you may confirm this and acknowledge the cheque we are enclosing a stamped and addressed envelope for your convenience in replying.

Yours truly,

E. Robertson,
Office of the Custodian.

/ER

Enc. - Custodian cheque \$1158.32
- Return envelope.

12077 and 10983

August 31, 1942.

MA 5411

The Royal Trust Company,
626 Pender Street West,
Vancouver, B. C.

Dear Sirs:

Re: Takaji SAKUMA

Re: Mrs. Takeji Sei SAKUMA

We thank you for your letter of the 28th of August, enclosing an estimate of proposed decorating and repairing at the premises owned by the above at 1266 West 7th Avenue.

As advised Mr. Ray on the phone this afternoon, Mrs. and Miss Sakuma called on us today and we explained to them that as there are no funds available for these repairs, amounting to \$171.00, we could not authorize same to be put in hand unless they made some contribution to this expense.

After explaining to them fully the advisability of having these repairs put in hand, and renting the property at say \$30.00 per month instead of about half this amount if the repairs were not done, they stated that they would have to get into touch with Mr. Sakuma to see if it would be possible to pay say \$70.00 to \$100.00 towards the cost of this work. They promised to write Mr. Sakuma today, and will advise us immediately upon hearing from him.

We appreciate that in the circumstances you are not prepared to advance the money for these repairs, but that you would be able to make some arrangement with your decorator if a part payment were on hand.

Yours truly,

F. G. Shears,
Assistant Manager.


PD/BT

28th August 1942.

H. Snelling.
Decorator.

Estimate to redecorate at 1266-W7th Ave.

N.E. bedroom. Paper walls and ceiling, wash and paint woodwork.	\$ 11.50
N.W. " do.	13.50
Back " "	13.50
Bathroom, toilet room, wash and paint, (2 coats)	16.00
Upper and lower hall and stairway. repair plaster, and paper, walls and ceiling. wash and paint woodwork.	40.00
Living room. paper walls and ceiling, wash and paint woodwork including french doors.	19.00
Dining room. paper walls and ceiling, wash and paint woodwork, varnish or stain, panels to dado.	22.00
Kitchen. replaster appr. 1/2 ceiling, repair walls, paper ceiling and walls, paint cupboards and all woodwork.	35.50
	\$ 171.00

(Outside of house is in poor condition,
body and trim, but no worse, actually, than
other properties in this area)

Dominion of Canada

In the Matter of

Province of British Columbia.

In Wit:

T. SAKUMA and W.33 ft. Lot 4, Block 313, D.L.526,
C.I.N.W.D., #1266-7th Avenue W., Vancouver, B.C.

3. GORDON R. SOMERVILLE of the City
of Vancouver, in the Province of British Columbia,

Do Solemnly Declare that

1. - I am the Manager of the Mortgage Department of the Vancouver Branch of The Royal Trust Company.
2. - That The Royal Trust Company holds a Mortgage on the above described property dated August 2nd, 1926, and given by Violet Gilmour Warren.
3. - That T. Sakuma, who is understood to be the present owner of the property, has been making payments on the Mortgage for over twelve years.
4. - That the balance owing under the Mortgage is \$720.00 principal, with interest at 7½% per annum paid to January 1st, 1942.
5. - That the Mortgage is overdue and the Trust Company holds no security other than the mortgage.

And I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at Vancouver
in the Province of British Columbia,
this 24th day of
April A.D. 1942.

[Signature]
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia.

12077

June 1st, 1944

The Royal Trust Company,
626 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: Takaji SAKUMA
1226 W. 7th Ave.

We wish to acknowledge with thanks receipt
of North British & Mercantile Policy No. 397715 on
which the Royal Trust Company's interest has been re-
leased.

Yours truly,

S.M. Gibson
Insurance Department

SME:KT

12077

1st May, 1944.

G.E. Wright Esq.,
1266 West 7th Avenue,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 364
1266 West 7th Avenue

Your letter of the 21st April enclosing cheque for \$180.00 and offer to purchase the above property for the sum of \$1,800.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely \$1,620.00.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the Transferee is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

Yours truly,

F. G. Shears,
Director.

pmh

CHATELS SUMMARY

File No. 12077

December 3, 1946

Re: Takaji SAKUMA (Mr.)
Registration No. 03659.

In his JP form dated July 30th, 1942 the above Japanese person declared that he had no chattels left in the protected area of British Columbia. However, his wife, Sei Sakuma (file 10983) declared in her JP form dated June 23, 1942 a few items as being left at 1266 W. 7th Avenue, Vancouver, B.C.

Under date of May 12, 1944 Mr. Green asked Mr. Spain to inquire of The Royal Trust Company, Agent, regarding any chattels that may have been left on the above premises and under date of May 17th, 1944 they advised that no effects of any value were left on the premises, the following items being found by their inspector:

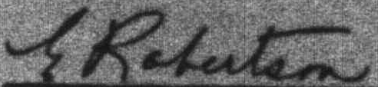
3 odd rough made tables	1 4-legged table
2 rough benches	1 Ruby 21 Heater
1 piano stool without top	1 small cupboard

On July 12th, 1944 Mr. Spain reported that on investigation it was found that the few chattels remaining at 1266 W. 7th Avenue were of no value, and no lawnmower or garden tools (declared by wife, Sei) could be found. He stated he was advised by the tenant that she had never seen a lawnmower or garden tools. It was therefore assumed that SAKUMA had sold all chattels prior to evacuation and the few items remaining proved unacceptable to Second Hand Dealers.

Although not declared by Takaji SAKUMA or his wife, according to a copy of a letter dated June 1st, 1944, signed by Mr. Fisher of the B. C. Security Commission and addressed to G. H. Cottrell Limited of Railway Street, Vancouver, it would appear that Mr. Sakuma had a Trunk stored with Cottrell Limited. Mr. Fisher's letter was Cottrell's authority for allowing Mr. Tsutse SATO, #00010, to arrange with Consolidated Truck to handle the above-mentioned trunk, the charges to be taken care of in advance by the above Mr. Sato.

CHATELS ON THIS FILE ACCORDINGLY CLOSED.

The above summary is certified
to be in accordance with the
information on file:


E. Robertson.

02672

08042

NAME

SAKUMA, Takeji

SAKUMA, Sei (Mrs. Takeji)

FILE
NO.

12077

10983

ASSURED

THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN

COMPANY
North British &
Mercantile Ins. Co. Ltd.

POLICY NO.

399715

AMOUNT

\$2800.00

PREMIUM

\$15.40

RATE

.55

TERM

3 Yr.

EXPIRATION

Feb. 6, 1945

PROPERTY INSURED

\$2800.00 frame, shingle-roof, Private
Dwelling

LOCATION

Lot 4, Block 313, D.L. 926
1266 West 7th Ave.
Vancouver, B. C.

LOSS PAYABLE

The Royal Trust Co.

INSURANCE AGENT

Royal Agencies Ltd.

RENTAL AGENT

ENDORSEMENTS

MEMORANDUM

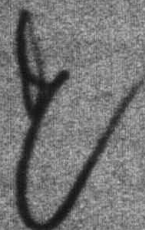
August 1, 1944.

TO: File 12077

FROM: Administration Department

Re: Chattels.

There are no chattels on this file.



P. Doust.

SUMMARY OF LIABILITIES

File No. 12077

January 15, 1946

Re: Takaji SAKUMA (Mr.)
Reg. No. 03659

This file reveals no claims against the above Japanese
person.

The above summary is certified
to be in accordance with the
information on file:

P. Douet
P. Douet.

PD/ER

PERSONAL PROPERTY SUMMARY

File No. 12077

December 3, 1946

Re: Takaji SAKUMA (Mr.)
Reg. No. 03659.

Chattels:

The above Japanese person declared he had no chattels in the protected area of British Columbia but according to memos on file it is revealed that a few items of little value were left on the premises. (See Chattels Summary attached).

Specified Articles:

No Specified Articles are revealed on this file.

Accounts

Receivable:

Under date of March 2, 1943 the sum of \$1.23 was credited to SAKUMA's account with the Custodian, which amount represented refund from the B. C. Electric Company of over-payment of his account when residing at 1266 W. 7th Avenue, Vancouver, B. C.

NO OTHER PERSONAL PROPERTY OF ANY KIND WHATSOEVER BELONGING TO THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

The above summary is certified to be in accordance with the information on file:

E. Robertson
E. Robertson.

EXHIBIT NO. 12077-10
NOV 10 1940
DATE NOV 10 1940

REAL PROPERTY SUMMARY

FILLED BY

R. A. G. Smith

JAPANESE NAME: Takaji SAKUMA Reg. No. 03659 File No. 12077.

CATALOGUE NO: 364

PROPERTY ADDRESS: 1266 West 7th Avenue, Vancouver, B.C.

LEGAL DESCRIPTION: City of Vancouver, Westerly 33 feet of Lot 4, Block 313, District Lot 526, Group 1, N.W.D., Plan 590.

TITLE: Registered in the name of Takaji SAKUMA.

ENCUMBRANCES: 42871H. 3/8/26. 2.58. London & British North America Company Limited Mortgage for \$2400.00 Due 2/8/29. Int. 7 1/2%.
70367H. 20/4/29. 10.07. The Royal Trust Company. Assignment of 42871H. (C. of G. 12911) (Inter Alia.)

No indication of any unregistered charges.

Vesting Order filed No. 34516, dated July 25th, 1942.

ASSESSED VALUES: Land - \$ 470.00
Improvements - \$1200.00 - \$1670.00. Taxes - \$56.18.

CLASSIFICATION: This is a 2 storey 6-room house built on a 33' x 125' Lot. We quote from the valuator's report: "There is a living room with fireplace, dining room and kitchen on main floor. Laundry with tubs off kitchen. Three bedrooms and full bathroom on second floor." "The basement, with wood floor, has a hot air furnace and extra toilet." Valuation - \$1,800.00."

HISTORY OF ADMINISTRATION:

As the Royal Trust Co., held a Mortgage on this property and had been acting as rental agents, they were allowed to continue as rental agents by the Custodian.

They leased this property to G.E. Wright as from September 12th, 1942 on a monthly basis. Consideration - \$30.00 per month payable in advance.

Before Mr. Wright assumed the renting of this property, it was agreed that it should be redecorated and have a new furnace. This was undertaken by the owner contributing the sum of \$70.00 and the tenant, Mr. Wright, agreeing to do the decorating - the balance of the expense coming out of rents.

Rents collected - \$585.00, against which were the following charges:-

New furnace	\$135.00
Paints	71.31
Glass	8.50
Decorating	8.69
Plumbing	17.63
Water Rates	50.85
B.C. Electric Rlwy. Co.	1.23
Commission	29.25
	<u>\$322.46</u>

SOLD:

To George Emery Wright for \$1,800.00 as at May 5th, 1944.
Approval of Advisory Committee - April 27th, 1944.

Funds released to the credit of Takaji SAKUMA as at June 22nd, 1944,
against which were the following charges: Real Estate Commission -
\$90.00, Valuation - \$5.00, Advertising - \$4.00, Registration Fees -
\$4.50, Mortgage Principal \$700.00
Interest 19.41
Release 4.00 - \$723.41, Vendor's share of Taxes
- \$18.72 = \$845.63, leaving a net credit of \$954.37 from said
transaction.

Adjustments as at May 5th, 1944, to the amount of \$3.90 being Pur-
chaser's share of Unexpired Fire Insurance Premiums and \$4.10 Pur-
chaser's share of Water Rates = \$8.00, were placed to the credit of
Takaji SAKUMA'S account.

The following Fire Insurance Policy:-
North British & Mercantile Insurance Co., Policy No. 399715 - \$2800.00
covering on the dwelling, was transferred to George Emery Wright,
June 1st, 1944.

OLD CERTIFICATE OF TITLE

No. 63512-K:

Was on deposit in the Land Registry Office, Vancouver, B.C.

Certificate of Title No. 103134-L in the name of George Emery Wright,
was handed to him on June 27th, 1944. His receipt of same date is
on file.

The above summary is certified to be in accordance
with information on file.

September 21st, 1946.

D. A. Cramer
D. A. CRAMER.

DAC:JS

File No. 12077.
Catalogue No. 364.

May 6th, 1944.

MEMORANDUM

TO: Mr. E. W. Wright

FROM: Mr. D. A. Cramer

Takaji SAKUMA - Reg. No. 03659
City of Vancouver
Westerly 33 ft. of Lot 4, Blk.
313, D.L. 526, Sp. 1, N.W.D.,
Plan 590. Certificate of
Easement No. 34516.

We enclose herewith the following documents in connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate..... GEORGE EMERY WRIGHT.
4. Copy of letter showing to whom sold and price paid for the property.
5. Memorandum from the Administration Department confirming valuation, and approval of Advisory Committee.

Certificate of Indefeasible Title No. 63512-I is believed to be with the Royal Trust Co.

DAC:JS
Encls.

D. A. Cramer

File No. 12077.
Catalogue No. 364.

June 13th, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Takaji SAKIMA
City of Vancouver
Westerly 33 ' of Lot 4,
Blk. 313, D.L. 526, Gp. 1,
N. W. D., Plan 590.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated May 22nd, 1944, we enclose herewith the following documents in connection therewith.

1. Copy of application number 109072, dated May 22nd, 1944 - Release of Mortgage from Royal Trust Company to Violet Gilmor Warren.
2. Copy of application number 103133-L, dated May 22nd, 1944, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 103134-L, dated May 22nd, 1944, registering the property in the name of George Emery Wright (Deed).
4. Duplicate of Transmission dated May 10th, 1944.
5. Duplicate of Deed dated May 10th, 1944 - Secretary of State to George Emery Wright.
6. Certificate of Indefeasible Title No. 103134-L, dated June 9th, 1944, covering the above property in the name of George Emery Wright.

D. A. Cramer

DAC:JS
Encls.

STATEMENT RE SALE OF:

Name: **SAKUMA, Takaji #03659**Catalogue No: **364**File No: **12077**Street Address: **1266 West 7th Avenue, Vancouver**Legal Description: **West 33' of Lot 4, Block 313, D. L. 526.**Date of Sale and Adjustments **May 5th, 1944.**Sale Price **\$ 1,800.00**Real Estate Agent's Commission **\$ 90.00**Charge for Valuation **5.00**Charge for Advertising **4.00**Land Registry Office Transmission Fee **4.50**

Encumbrances:

Unpaid vendor	Principal	\$700.00	}	723.41
Mortgages	Int.	19.41		
	Release	4.00		

~~Arrears of Taxes~~~~Other charges~~

Adjustments:

Fire Insurance **3.90**Taxes to May 5th, 1944 **18.72**Water " " " **4.10**

\$ 845.63	\$ 1,800.00
------------------	--------------------

Net Proceeds credited to your account **\$ 962.37**Date: **July 8, 1944.**Compiled by: **George Peters**

Catalogue No. 364
File No. 12077
1266 West 7th Avenue
AK33/313/326

June 20, 1944.

GEORGE BERT WRIGHT

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENT

(as at May 5, 1944)

	DEBIT	CREDIT
Purchase price	1,800.00	
Cheques received		1,800.00
126/365 x \$54.24 seller's proportion of 1944 taxes		18.72
126/184 x \$12.90 Water to June 30, 1944		8.80
Registration fees on deed - \$1800.00	6.85	
Insurance premium - 25.35 x \$15.40	3.90	
Water to June 30th, 1944	12.90	
Rent from May 1st to May 4th - 4/31 x \$30.00	3.87	
	<u>\$1,827.52</u>	<u>\$1,827.52</u>

BALANCE OWING TO PURCHASER -- NIL

File No. 12077
Reg. No. 03699

Takashi SAKUMA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 January 1	Balance brought forward		\$ 88.73	
January 6	Interest on Mortgage	26.25		
January 12	Rents less disbursements	1.50	30.00	
February 15	Rents less disbursements	1.50	30.00	
March 14	Rents collected less disbursements	14.40	30.00	
April 14	Rents collected less disbursements	1.50	30.00	
May 12	Rents collected less disbursements	1.50	30.00	
May 5	Rents collected		3.87	
	Credit re sale of property		962.37	
		<u>\$ 46.65</u>	<u>\$1,70 4.97</u>	

CR \$ 1,156.32

May 8th, 1944

REAL PROPERTY MEMORANDUM

FILE NO: 12077
NAME: Takaji SAKUMA
CATALOGUE NO: 364
RE: 1266 West 7th Avenue,
Dwelling

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Westerly 33 feet
of Lot 4, Block 313, District Lot 526,
Group 1, New Westminster District,
Plan 590.

Encumbrances: 70367 H. The Royal Trust Company.
Mortgage of \$2400.00. Balance due of
\$700.00 to be paid from proceeds of sale.

Taxes: 1943 taxes of \$54.24 paid. No arrears.

Vested: No. 34516

VALUATION BY APPRAISER: \$1800.00

AMOUNT OF BID: \$1800.00

APPROVED BY ADVISORY COMMITTEE: April 27th, 1944

AMOUNT RECEIVED BY CUSTODIAN: \$1800.00

NAME OF PURCHASER: George Emery Wright

KWW/JF

K. W. WRIGHT

THIS INDENTURE made in triplicate the second day of August one thousand nine hundred and twenty-six.

IN PURSUANCE OF THE SHORT FORM OF MORTGAGES ACT:

BETWEEN

VIOLET GILMOR WARREN, Wife of Frederick Berry Warren, of 1266 Seventh Ave., West, in the City of Vancouver, in the Province of British Columbia, (hereinafter called "the Mortgagor")

OF THE FIRST PART

AND

LONDON & BRITISH NORTH AMERICA COMPANY LIMITED, a body corporate, duly licensed to carry on business in the Province of British Columbia and having an office at 626 Pender St., West in the City of Vancouver aforesaid, (hereinafter called "the Mortgagee")

OF THE SECOND PART:

AND

FREDERICK BERRY WARREN, Poultryman, of 1266 Seventh Ave. West, in the said City of Vancouver, (hereinafter called "the Guarantor")

OF THE THIRD PART:

WHEREAS the Mortgagor is seized of or otherwise well entitled to the lands and hereditaments hereinafter expressed to be hereby granted for an unencumbered estate in fee simple in possession.

AND WHEREAS the Mortgagee has agreed to lend to the Mortgagor the sum of TWENTY-FOUR HUNDRED Dollars (\$2,400.00) upon having the repayment of the same with interest as hereinafter mentioned secured in manner hereinafter appearing.

NOW THEREFORE THIS INDENTURE WITNESSETH that, in consideration of TWENTY-FOUR HUNDRED (\$2,400.00) Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby by her acknowledged), the said Mortgagor DOTH GRANT AND MORTGAGE unto the said Mortgagee its successors and assigns forever ALL that certain parcel or tract of land situate in the City of Vancouver, in the province of British Columbia, and more particularly known and described as the West thirty-three (33) feet of Lot Four (4), in Block Three Hundred and thirteen (313), in the subdivision of District Lot Five Hundred and twenty-six (526), Group One (1), New Westminster District, according to a registered map or plan of the said subdivision deposited in the Land Registry Office at the City of Vancouver, Province aforesaid, and numbered 590;

PROVIDED this Mortgage to be void on payment of TWENTY-FOUR HUNDRED Dollars (\$2,400.00) of lawful money of Canada, with interest at Seven and one half (7½) per cent. per annum, as well after as before maturity, as follows: The sum of One Hundred (\$100.00) Dollars on the 1st day of January A. D. 1927; and the sum of One Hundred (\$100.00) on the 1st day of July A. D. 1927, the 1st days of January and July A. D. 1928; the 1st days of January and July, A. D. 1929 and the balance of the said principal sum shall become due and payable on the 2nd day of August in the year one thousand nine hundred and twenty-nine and interest at the rate aforesaid shall accrue from the 2nd of August A. D. 1926, until the First day of January one thousand nine hundred and twenty-seven when the same shall be payable, and thereafter by equal half-yearly instalments payable on the First day of July and January in each and every year without any deduction or abatement whatsoever, until the principal be fully paid, as well after as before maturity. THE first half-yearly payment of interest to be made on the First day of July next, (1927), arrears of both principal and interest to bear interest at the rate above mentioned, and such interest on arrears to be a charge on the lands in the same manner as all other money hereby secured, and to be payable by equal half-yearly instalments on the days and dates herein above provided for payment of interest and principal. The said several payments of principal and interest to be made in gold if required. And taxes and

performance of Statute Labor. And observance and performance of all covenants, provisos and conditions herein contained. THE said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above proviso. That the Mortgagor has a good title in fee simple to the said lands.

AND that she has the right to convey the said lands to the said Mortgagee. AND that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances. AND that the said Mortgagor will execute such further assurances of the said lands as may be requisite. AND that the said Mortgagor has done no act to encumber the said lands to the said Mortgagee will insure the buildings on the said lands to the amount of not less than the principal money hereby secured in dollars currency. Provided that if and wherever such sum be greater than the insurable value of the buildings, such insurance shall not be required to any greater extent than such insurable value; and if and whenever the same shall be less than the insurable value the Mortgagee may require such insurance to the full insurable value. And it is further agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new insurance effected in the office of any company named by it and also may of its own accord effect or maintain any insurance therein provided for, and any amount paid by it therefor shall be forthwith payable to it with interest at the rate aforesaid by the Mortgagor and shall be a charge upon the land. AND the said Mortgagor doth release to the said Mortgagee all her claims upon the said lands subject to the said proviso. The said Mortgagor covenants with the said Mortgagee that she will keep the said lands and the buildings and improvements thereon in good condition and repair according to the nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagor or those claiming under her commit any act of waste on the said lands or make default as to any of the covenants or provisos herein contained, the principal hereby secured shall, at the option of the Mortgagee forthwith become due and payable, and in default of payment the powers of sale hereby given may be exercised. Or the Mortgagee may at its option make such repairs to the mortgaged premises as it may deem necessary and any and all sum or sums of money expended in such repairs shall be forthwith payable with interest at the rate aforesaid from the time or respective times of the payment of the said sum or sums until paid and until paid shall be a charge on the said lands in favour of the Mortgagee prior to all claims thereon subsequent to these presents and added to the principal sum hereby secured as if the same had originally formed part thereof, and in default the power of sale hereby given and all other powers thereunto enabling shall be forthwith exercisable. AND it is further agreed that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of said covenants or affect the right of the said Mortgagee to interest at the rate and time aforesaid.

PROVIDED that the said Mortgagee on default of payment for one month may on one month's notice enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or any of them may be acted upon without any notice by the said Mortgagee. And also that any contract or sale made under the said powers or either of them may be varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the said lands may be sold.

PROVIDED that any demand or notice herein referred to may be given to the said Mortgagor by writing signed or purporting to be signed by or on behalf of the said Mortgagee. And any writing so signed may be either delivered to the said Mortgagor or posted at the Post Office in the City of Vancouver, in the said Province, under a registered cover, addressed:
Mrs. Violet Gilmore Warren,
1266 Seventh Ave., West,
Vancouver, B. C.

and any demand or notice so given shall be deemed to have been fully given on the day on which it shall have been so delivered as aforesaid, or if posted as aforesaid, then at the expiration of twenty-four hours after it shall have been posted.

PROVIDED that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

PROVIDED that in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

AND IT IS HEREBY AGREED between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, cost of suit or matters relating to liens or encumbrances now or hereafter existing or to arise or to be claimed on said land, or pay property, mortgage or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of this property or Mortgage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage and valuator's fees, together with all costs and charges, which may be incurred by taking proceedings of any nature in case of default by the Mortgagor, including all solicitors' charges or commission for the collection of any overdue interest, instalment of principal, insurance premiums or any other moneys whatsoever payable by the Mortgagor hereunder as between Solicitor and client, including therein all costs and charges incurred by the Mortgagee in endeavoring to obtain payment as aforesaid, or in arranging with the Mortgagor for the postponement or extension of time for such payment, whether proceedings to enforce such payment have actually been taken or not, and the amount so paid shall be charge on the said lands in favor of the Mortgagee and shall be forthwith payable with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other powers thereunto enabling, shall be forthwith exercisable.

PROVIDED that any demand or notice herein referred to may, further, be effectually given either by leaving the same with a grown-up person on the mortgage premises, if occupied, or placing the same portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published in the country in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or destination, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale, time for payment may be given and special conditions may be made and the cost of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the mortgage debt.

PROVIDED that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damages only, and the sale under the said powers shall not be affected.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands. AND the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the term of this Mortgage at a rent equivalent to and payable at the same days and times as the payment of interest as hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the Mortgagee may, in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy hereby created without notice.

IT IS AGREED that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands, and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And it is hereby agreed that in the event of the Mortgagee satisfying any such charges, or claims either out of the money advanced on this security or otherwise, it shall be entitled to all the equities and securities of the person or persons so paid off, and hereby authorized to retain any discharge thereof without registration for a longer period than six months if they think fit to do so.

AND IT IS AGREED AND DECLARED that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be apportioned upon or in respect of any such parts or lots, and the Mortgagee may discharge any part from time to time of the mortgaged lands for such consideration as it shall think proper or without consideration if it shall see fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

AND ALSO IT IS AGREED that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except upon payment of interest thereon at the rate aforesaid in full to date of payment, and a further sum equal to three months' interest thereon as aforesaid by way of bonus.

AND IT IS FURTHER AGREED that in case default be made and the mortgage moneys be recovered or payment be obtained before maturity by action or by any other remedy or means, or in case of sale, the Mortgagee may collect and retain, whether out of the proceeds of sale or otherwise, an amount equal to three month's interest at the rate aforesaid upon the capital so recovered by way of indemnity.

AND ALSO IT IS AGREED that neither preparation nor registration of this mortgage shall bind the Mortgagee to advance the money hereby intended to be secured.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos, and agreements, rights, powers, privileges and liabilities contained in this Mortgage shall be read and held as made by and with, and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the advance made by the Mortgagee to the Mortgagor hereunder, the said Guarantor of the Third Part hereby covenants with the Mortgagee that he will pay the said mortgage moneys and interest as and when same become due and payable as hereinbefore provided, and that he will be bound under the Mortgagor's covenant for the repayment herein contained as though he were personally the Mortgagor and had executed this mortgage as such.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

Jas. Ralston

626 Pender St. W.
Vancouver, B. C.

V. G. Warren (Seal)

F. B. Warren (Seal)

THE ATTACHED MORTGAGE IS A TRUE
COPY OF THE ONE HELD BY LONDON
& BRITISH NORTH AMERICA COMPANY
LIMITED DATED AUGUST 2ND, 1926.

OCTOBER 20, 1942.

H. W. Brainer

A Notary Public in and for the
Province of British Columbia

42871
L2035,

Dated August 2nd A. D. 1926.

VIOLET GILMOR WARREN

-TO-

LONDON & BRITISH NORTH
AMERICA COMPANY LIMITED

MORTGAGE

\$2,400.00

DAVIS, PUGH, DAVIS, HOSSIE &
RALSTON
Barristers, Solicitors etc.
Vancouver, B. C.

FOR MAKER (INCLUDING MARRIED WOMAN)

I HEREBY CERTIFY that, on the 2nd day of August 1926, at the City of Vancouver, in the Province of British Columbia, VIOLET GILMOR WARREN, personally known to me, appeared before me and acknowledged to me that she is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that she knows the contents thereof, and that she executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand of Office, at the City of Vancouver, in the Province of British Columbia, this 2nd day of August in the year of our Lord one thousand nine hundred and twenty-six.

Jas. Ralston
A Commissioner for taking affidavits within
British Columbia.

Name of Claimant **SAKUMA, Takaji**
 Custodian File **12077**

Case **1235**

<u>REAL PROPERTY</u>											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices		
						% of Total	Amount		% of Total	Amount	
1800.00	90.00 12.50								SPECIAL		150.00 102.50
<u>PERSONAL PROPERTY</u>											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing		45% of amount in next preceding column			
<u>NETS</u>											
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION											252.50

12077

January 19th, 1951

Mrs. Sei SAKUMA,
85 Beaconsfield Ave.,
Toronto, Ontario.

Dear Sir: ~~Madam~~

Re: Japanese Property Claims Commission

Case No. 1235.

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$ 252.50.

Cheque in your favour is enclosed for \$ 247.89
and we have paid the Co-Operative Committee .. \$ 4.61
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS:BE
Encl.

Form E.

DEFENSE BRIEF

Takaji SAKUMA

File No. 12077

Case No. 1235

Toronto, Ontario.
November 10/48.

REAL PROPERTY CLAIM

(All Claims shown are Gross)

1. Real Property Claim

- Legal Description: Westerly 33 ft. of Lot 4, Blk. 313, D.L. 526,
Sp. 1, N.W.D., Plan 590.
- 1266 W. 7th Ave., Vancouver, B. C.

\$2900.00

Appraisal

\$ 1800.00

Sale Price

\$1800.00

Witness: J.R.Reid & Co. - appraisers

Ref. (1) No tenders were received on this property.
One offer, the following, was received and accepted:

\$1800.00 - Apr. 21/44 (G.E. Wright)

(2) Exhibit 1 - Claimant states he purchased the house in 1929. In Trans. 8, Lines 23 - 25, claimant states he does not know how old the house was at the time he bought it.

(3) Trans. 7; Trans. 8, Lines 1 - 9; and Trans. 10, Lines 1 - 25:
Claimant states he is claimant \$300.00 for Nursery Stock, which amount he advises is included in the real property claim of \$2900.00. (See also Ex. 1) (See Submission).

SUBMISSION: Trans. 11, Lines 10 - 17

"It is submitted, your honour, that the real property was sold at its fair market value. It is submitted further that the nursery stock did not form part of the real property.

I think in this case it is the intention of the owner which governs and it is evidently his intention that it was a chattel and not real property."

SUMMARY OF DEFENSE WITNESSES

J. R. Reid & Co. - appraiser

WHERE REQUIRED

1

DOCUMENTS TO BE FILED

WITNESS PROVING SAME

/ER
Feb. 28/49.

1
2 IN THE MATTER OF THE "INQUIRIES ACT"
3 PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 92.

4 JAPANESE PROPERTY CLAIMS COMMISSION

5
6 B E F O R E

7 HIS HONOUR, JUDGE H.A. MILLER, SUB-COMMISSIONER.

8
9
10 Toronto, Ontario,
11 November 10, 1948.

12
13
14 IN THE MATTER OF THE CLAIM OF
15 YASUJI SAKURA

16
17 PROCEEDINGS AT HEARING

18
19 APPEARANCES:

20 K.A. CHRISTIE, ESQ., K.C.,	appearing for the
21	Dominion Government,
22 S.P. OFFER, ESQ.,	appearing for the
23	Claimant.
24	
25 A. SMITH, ESQ.,	Secretary,
26 D.J. HANDFORD, ESQ.,	Official Interpreter,
27 A.C. VENTON, ESQ.,	Official Reporter.
28	
29	
30	

T. Sakuma,
D.R.

YASUJI SAKUMA, the claimant herein, being first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. OFFER:

Q. I am showing you a sheet here called Real Estate other than Farm. Whose signature at the bottom is that? There is a signature at the bottom. Is that your signature (indicating)?

A. Yes.

Q. Were the statements made in this sheet prepared under your instructions?

A. Yes, sir.

Q. Are those statements true?

A. Yes.

MR. OFFER: Exhibit 1 will be the particulars of real estate other than farm.

(PARTICULARS OF REAL ESTATE OTHER THAN FARM, MARKED EXHIBIT NO. 1)

MR. CHRISTIE: I tender as Exhibit 2 the Appraisal of J.R. Reid & Company. This appraisal is dated February 25, 1944. The valuation is \$1,800.

(APPRAISAL, FEBRUARY 25, 1944, MARKED EXHIBIT NO. 2)

MR. OFFER: Q. Prior to evacuation you were the owner of a property known as 1254 West 7th Avenue, in Vancouver. Is that correct?

A. Yes.

Q. Did you, yourself, live there?

A. Yes.

Q. How many rooms in that house?

A. Seven rooms and a sun-room.

Q. Seven rooms and a sun-room?

T. Sakuma,
Dir. ex.

1 A. And a laundry room.

2 Q. Was the laundry room in the basement or was
3 it built on the house?

4 A. No, at the back of the kitchen.

5 Q. In one of the rooms you are counting the
6 attic?

7 A. Yes.

8 Q. Was the attic used for any purpose? Was it
9 in use? A. Sometimes.

10 Q. Was it usable? A. There was some
11 baggage and things up there but there was also a bed
12 and it was sometimes used for sleeping.

13 Q. Was there a stairway up to the attic?

14 A. Yes.

15 Q. There was a toilet in the basement?

16 A. Yes.

17 Q. Now, you bought this house in 1929 for
18 \$3,000? Is that correct? A. Yes.

19 Q. Between 1929 and 1940 you spent considerable
20 sums of money doing repair work. Is that right?

21 A. Yes. It was rented to a white man for
22 \$22.00 per month, so therefore if the fence got taken
23 down I had to repair it right away. If the roof began
24 to leak I had to repair that right away.

25 Q. I understood you to say you lived in the
26 house, yourself? A. It used to be rented
27 formerly but I occupied it afterwards.

28 Q. Where was the greenhouse which was built?

29 A. It was behind the house in the garden.

30 Q. What size was that? A. 8 by 12 feet.

F. Christy,
123456

1 Q. After you were evicted did you receive any
2 communication from the Custodian regarding this
3 property? A. Yes.

4 Q. About what were they?

5 A. I was informed that they had somebody who
6 wished to rent the place and that if the range were
7 repaired and the room repaired and so on it could be
8 rented for \$30 a month.

9 Q. And did you pay the Custodian any money to
10 make repairs? A. Yes. I sent \$75. From Tucson,
11 where I was staying.

12 Q. Did they deduct anything from the rents which
13 were payable in order to make up the balance of this
14 \$75. you got from here?

15 A. Yes.

16 Q. Have you a letter from the Royal Trust Com-
17 pany dated December 4, 1942, Mr. Christie, reporting
18 on the condition of this house?

19 MR. CHRISTIE: December 4.

20 MR. OFFER: December 4, 1942.

21 Q. After you had paid out this money did you
22 receive any rent at all?

23 A. No. I received nothing. The place was
24 sold before I received anything in the way of rents.

25 Q. Did you receive any communication from the
26 Custodian that they were going to sell the place?

27 A. No. I was just informed by them, after
28 they had sold the place, by letter.

29 MR. CHRISTIE: I have another letter of the
30

T. Nelson,
Dir., et.

Royal Trust Company but it is not the date you say.

MR. OFFER: Q. I am showing you a letter dated December 2, 1942, from the Department of the Secretary of State, Office of the Custodian, enclosing a copy of a letter from the Royal Trust Company. Were these letters received by you?

A. What is written in here?

Q. It concerns the repairs to your property made by the Custodian, the Royal Trust Company.

A. In that case I received that.

MR. CHRISTIE: What is the date of that?

MR. OFFER: The letter from the Custodian is dated December 8, 1942 and it encloses a copy of a letter to the office of the Custodian from the Rental Department of the Royal Trust Company, which copy is dated December 4, 1942.

(LETTER AND ENCLOSURE, MARKED EXHIBIT NO. 3)

Q. I do not know whether you understood what was in this letter or not, but perhaps this will identify it to you. The letter states:

"With reference to your property at 1364 West 7th Avenue, we enclose copy of letter dated the 4th instant from the Royal Trust Company, who are looking after this property, and are sure you would like to have this letter, which shows that all the repairs, etc., have been done to the satisfaction of the above Company and that your money has been well spent."

What is the letter you received?

A. Yes. I

F. B. SHERMAN,
Esq.

remember receiving that.

Q. That has been filed as Exhibit 3.

Tested this property insured for \$5,000. with
the Royal Agricultural Limited. Is that right?

A. Yes; right from the beginning.

MR. OFFER: Have you a picture of this place?

MR. CHRISTIE: Yes.

I would like to put those two in.

I would like to file at this stage as Exhibit 4
a letter dated August 28, 1942, This is from the
Royal Trust Company to the Custodian; and a letter
dated October 12, 1942, also from the Royal Trust
Company to the Custodian.

(TWO LETTERS, AUGUST 28, 1942, OCTOBER 12, 1942,
MARKED EXHIBIT NO. 4)

MR. OFFER: I will put in another letter along
with those in Exhibit 3, I think, a letter from the
Custodian to the claimant dated September 17, 1942,
acknowledging receipt of \$75. towards the cost of
repairs and enclosing a receipt in that amount.

---(See Ex. No. 5)

MR. CHRISTIE: Do you want a picture of the
house?

MR. OFFER: Yes.

MR. CHRISTIE: I tender as Exhibit 5 this
picture, which will be identified.

Q. I am showing you a photo of this property.
Is that your house? A. Yes.

MR. CHRISTIE: I tender that as Exhibit 6.
(PHOTOGRAPH OF CLAIMANT'S PREMISES
MARKED EXHIBIT NO. 6)

T. Sakuma,
DEF. EX.

1
2 MR. OFFER: Q. You are claiming for \$500.
3 of nursery stock in the garden. Is that correct?

4 A. Yes. I left them there when I went off to
5 the road camp.

6 Q. And, what was your business, your occupation?

7 A. I was a gardener.

8 Q. Did you raise the nursery stock for sale?

9 A. Yes.

10 THE SUB-COMMISSIONER: Q. What were you going to
11 do with this nursery stock, sell it?

12 A. Yes. I am a landscaper, I was a landscaper
13 gardener and I was going to use this for landscaping
14 my new gardens.

15 Q. You would be landscaping, gardening for
16 other people and you would put these in their places?

17 A. Yes. I would sell the plants to them and
18 then plant them and look after them for them.

19 THE SUB-COMMISSIONER: Then, that is hardly
20 real property.

21 MR. OFFER: I suppose it is attached to the
22 land?

23 THE SUB-COMMISSIONER: Q. Were they growing,
24 were these bushes going at your place or were they
25 just heeled in? A. There were many different
26 kinds of plants. Some were growing.

27 Q. Where is your claim? Let me see the claim
28 of the claimant, again. There is \$500. worth of
29 nursery stock. Is there not any Japanese word for
30 "heeled in"? Do you know, yourself, what they do

T. Mahan,
MR. M. - CR. 10.

1 when they had them in? They put the roots in a hole
2 which is dug and they put earth over the roots after
3 sticking the roots into the hole?

4 A. Those were all properly planted.

5 Q. How high were they? A. There were all
6 kinds. Some were just two or three inches, some were
7 four and five inches, and the delphiniums were quite
8 high.

9 MR. OFFER: That is all, I guess.

10
11 CROSS-EXAMINATION BY MR. CHRISTY:

12 Q. I am showing you a J.P. Form dated July 30,
13 1932. Whose signature is that? (Indicating)

14 A. Yes. That is my signature.

15 MR. CHRISTY: I am tendering the J.P. Form
16 as Exhibit 4.

17 (J.P. FORM, MARKED EXHIBIT NO. 4)

18 Q. Did you wife at any time have any interest
19 in this real property?

20 A. No. It was always in my name.

21 Q. May I have Exhibit 4? I also want the
22 J.P. Form appended.

23 Q. Now, when you purchased this property in 1929
24 how old was the house?

25 A. I do not know.

26 Q. When you left the house when you were
27 evicted what was the condition of this furnace?

28 A. The grate was a little damaged.

29 Q. Who did this work, first of all, in connect-
30 ion with reroofing the roof? Was that done by your-
self, or by an outside person? A. I hired

T. Bakum,
Ct. Cl.

1 a carpenter and then helped him to do the work, myself.
2 The whole roof was done.
3

4 Q. And what about the planting of this garden,
5 did you do that, yourself, referring to the sum for
6 which you estimated \$150.?

7 THE SUB-COMMISSIONER: He was a landscape
8 gardener, himself. If he did it it was a poor recom-
9 mendation for his work.

10 THE WITNESS: Yes. I did it, myself.

11 MR. CHRISTIE: Q. In this \$150., is this all
12 for materials or were you including your own labour
13 in it? A. Yes. My own labour is included in
14 the \$150.

15 Q. How much of that is for materials?

16 A. About \$50. for materials and about \$100.
17 for my own labour.

18 Q. Who repainted and redecorated the house?

19 A. The Custodian did that.

20 Q. No; in 1936?

21 A. Oh. I hired a paper-hanger to do that.

22 Q. Did you do any work, yourself, of
23 painting it?

24 A. No, I did not.

25 MR. CHRISTIE: Did you ask him about this green-
26 house, did he build that, himself?

27 MR. OPPER: I did not ask him whether he built
28 it, himself.

29 MR. CHRISTIE: Q. Did you, yourself, build
30 this greenhouse?

A. Yes, sir. I built that, myself.

18
T. Sakuma,
US-AM.

Q. And is that \$100. for materials and your
labor?

A. Yes.

THE SUB-COMMISSIONER: Q. How big is the green-
house?

A. 8 by 12 feet.

MR. CHRISTIE: Q. With reference to this nursery
stock, was it your intention when these things were
put in the ground, or, I believe "hooked" is the
correct expression, was it your intention to leave
them there permanently or were they purely for resale
purpose?

A. The ones in the front garden
were there permanently. They were mine, and they were
there more or less as a sample rock-garden. They were
there permanently but all those in the back were for
resale.

THE SUB-COMMISSIONER: Q. Where was the \$200.?

A. Those were in the back garden.

MR. CHRISTIE: Q. And they were for resale?

A. Yes.

Q. Now, Mr. Sakuma, in arriving at the value
of \$1,800., were you including in that \$2,000. the
\$200. for the nursery stock?

A. It was my intention that it should be
included in the \$2,000.

Q. That is all, thank you.

MR. CHRISTIE: I am filing as Exhibit 7 the
Certificate of Encumbrance.

(CERTIFICATE OF ENCUMBRANCE, MARKED
EXHIBIT 7)

I am filing as Exhibit 8 the Notice of Assessment

11
T. Sakuma, claim.

1 For the year 1943, the total assessment is \$1,070.

2 (NOTICE OF ASSESSMENT, 1943, MARKED EXHIBIT
3 NO.8)

4 Exhibit 9 will be a tender dated April 21, 1947
5 by G.R. Wright in the amount of \$1,000.

6 (TENDER, APRIL 21, 1947, MARKED EXHIBIT NO.9)

7 And as Exhibit 10, and finally, the Real
8 Property Summary.

9 (REAL PROPERTY SUMMARY, MARKED EXHIBIT NO.10)

10 It is submitted, your honour, that the real
11 property was sold at its fair market value.

12 It is submitted further that the nursery stock
13 did not form part of the real property.

14 I think in this case it is the intention of
15 the owner which governs and it is evidently his
16 intention that it was a chattel and not real property.

17 That concludes the defence, your honour.

18
19 (PROCEEDINGS ADJOURNED SINCE DEE)

20 I hereby certify the foregoing to be a true
21 and accurate transcript of the proceedings
22 herein.

23
24 *A.G. Veitch*

25 A.G. Veitch,
26 Official Reporter.

27
28 I, H.A. Miller, Deputy Commissioner, appointed
29 to hear a Commission to investigate claims of
30 Japanese Canadians for property loss, do
certify the foregoing is a true copy of the
evidence heard on the within claim.

28
29 *H.A. Miller*
30 H.A. Miller,
Deputy Commissioner.